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BEFORE THE DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING
OF THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH

IN THE MATTER OF THE ISSUANCE OF) A PROBATIONARY LICENSE TO) LEPPARD CONSTRUCTION, LLC.) TO PRACTICE AS A CONTRACTOR) IN THE STATE OF UTAH)	MEMORANDUM OF UNDERSTANDING AND ORDER CASE NO. DOPL 2009- 112
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LEPPARD CONSTRUCTION, LLC., ("Respondent") submitted an application on or about February 26, 2009 for a license to the Division of Occupational and Professional Licensing of the State of Utah ("Division") to act as a contractor in the State of Utah David K Mast is Respondent's qualifier Scott Leppard is Respondent's owner For the purposes of this Memorandum and Order, "Respondent" shall refer to Leppard Construction, LLC , Scott Leppard, and David K Mast collectively

On or about June 7, 2006 Respondent's owner Scott Leppard submitted an application for licensure for SRL Construction, LLC in which Scott Leppard was the owner and proposed qualifier That application was denied because Scott Leppard's claimed qualifying experience was unlawful in that Scott Leppard was paid with 1099 form income and Scott Leppard did not hold a contractor license, ^{AND WAS NOT} but rather was a W-2 employee of a licensed contractor The 1099 form income was paid to Scott Leppard from DJ Investment Group, a licensed Utah Contractor, owned by David K Mast

Subsequent to the denial of licensure stated above, Scott Leppard was paid income on 1099 forms by another licensed contractor, but Scott Leppard did not hold a contractor license and was not paid as a W-2 employee

1
As of the date of this agreement Leppard Construction, LLC , has employed David K Mast as a W-2 employee and qualifier

Based upon Respondents' conduct as described above, the Construction Services Commission, and the Division, as evidenced by their signatures on this Memorandum of Understanding and Order, agree that Respondent shall be issued a probationary license to practice as a contractor in the State of Utah, subject to the following terms and conditions, which shall be in effect for a period of two years, commencing upon the date this Memorandum of Understanding and Order is approved by the Division Director as evidenced by his signature

- 1 Respondent admits the jurisdiction of the Division over Respondent and over the subject matter of this action Respondent admits that Respondents conduct described above is unlawful conduct as defined in Utah Code Ann § 58-1-501(1)(a) and § 58-55-501(1), (2), and (3) Respondent understands that the issuance of the Order in this matter is disciplinary action by the Division against Respondent's license pursuant to Utah Administrative Code R156-1-102(7) and Utah Code Ann § 58-1-401(2)
- 2 Respondent acknowledges that Respondent enters into this Memorandum of Understanding and Order knowingly and voluntarily, and other than what is contained in this Memorandum of Understanding and Order, no promise or threat whatsoever has been made by the Division, or any member, officer, agent or representative of the Division to induce Respondent to enter into this agreement
- 3 Respondent understands that Respondent has the right to be represented by an attorney in this matter, and the Respondent has either sought the advice of counsel or knowingly waives Respondent's right to counsel in this matter
- 4 Respondent acknowledges that this Memorandum of Understanding and Order, if adopted by the Director of the Division, will be classified as a public document The Division may release this Stipulation and Order, and will release other information about this disciplinary action against Respondent's license, to other persons and entities
- 5 Respondent shall successfully complete and satisfy the following terms and conditions
 - a Respondent shall meet with the Commission at the time this agreement is approved or at the first scheduled Commission meeting following the effective date of this Memorandum of Understanding Respondent shall then meet with the Commission on a quarterly basis or at such other greater or lesser frequency as determined by the Commission and Division for the duration of the Stipulation and Order Respondent agrees to meet with an assigned staff member prior to the first Commission meeting
 - b David K Mast shall fulfill the duties of a qualifier as required under Code Ann § 58-55-304(4)(a) and (b)

- c Respondents shall submit to the Division, yearly, a copy of David K Mast's W-2 form issued by Leppard Construction, LLC , and a copy of the tax return for Leppard Construction, LLC , including copies or a list of all 1099 forms issued by Leppard Construction LLC , to any person or entity
 - d Respondent shall maintain a current license at all times during the period of this agreement
 - e Respondent shall immediately notify the Division in writing of any change in Respondent's residential or business address
- 6 Respondent agrees to abide by all applicable federal and state laws, regulations, rules or orders related to Respondent's licensed field of practice
 - 7 Respondent understands that the issuance of a license pursuant to this Memorandum of Understanding and Order is a partial denial of licensure, and Respondent hereby waives the right to any administrative review of that partial denial of licensure
 - 8 If Respondent successfully completes the terms of this Memorandum of Understanding and Order, the conditions on Respondent's license to practice in Respondent's licensed field will be lifted and Respondent's license will not be subject to further restriction
 - 9 If Respondent violates any term or condition of this Memorandum of Understanding, the Division may take action against Respondent, including imposing appropriate sanction, in the manner provided by law Such sanction may include revocation or suspension of Respondent's license, or other appropriate sanction
 - 10 The terms and conditions of this Memorandum of Understanding and Order become effective immediately upon the approval of this Memorandum of Understanding and signing of the Order by the Division Director Respondent must comply with all the terms and conditions of this Memorandum of Understanding and Order immediately after the Division Director signs the Order page of this Memorandum of Understanding and Order Respondent shall complete all the terms and conditions contained in the Memorandum of Understanding and Order in a timely manner If a time period for completion of a term or condition is not specifically set forth in this Memorandum of Understanding and Order, Respondent agrees that the time period for completion of that term or condition shall be set by the Board Failure to complete a term or condition in a timely manner shall constitute a violation of the Memorandum of Understanding and Order and may subject Respondent to revocation or other sanctions
 - 11 This document constitutes the entire agreement between the parties and supersedes and cancels any and all prior negotiations, representations, understandings or agreements between the parties There are no verbal agreements that modify, interpret, construe or affect this Memorandum of Understanding and Order
 - 12 Respondent has read each and every paragraph contained in this Memorandum of Understanding and Order Respondent understands each and every paragraph contained in

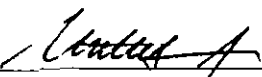
this Memorandum of Understanding and Order Respondent has no questions about any paragraph or provision contained in this Memorandum of Understanding and Order

DIVISION OF OCCUPATIONAL &
PROFESSIONAL LICENSING

BY 
DAN S JONES
Bureau Manager

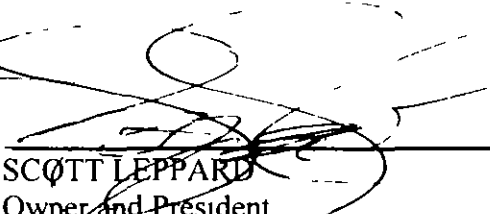
DATE 4-29-9

MARK L SHURTLEFF
ATTORNEY GENERAL


BY 
L MITCHELL JONES
Counsel for the Division

DATE 13 Apr 2009

RESPONDENT

BY 
SCOTT LEPPARD
Owner and President
LEPPARD CONSTRUCTION LLC

DATE 4-16-09

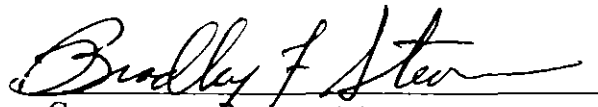
BY 
DAVID K MAST
Qualifier

DATE 17 april 2009

ORDER


THE ABOVE MEMORANDUM OF UNDERSTANDING, in the matter of **LEPPARD CONSTRUCTION LLC.**, is hereby approved by the Construction Services Commission. This issuance of this Order is disciplinary action pursuant to Utah Administrative Code Section R156-1-102(7) and Utah Code Ann § 58-1-401(2). The terms and conditions of the Memorandum of Understanding are incorporated herein and constitute the Commission's final Order in this case.

DATED this 29th day of April, 2009


Commission Representative

I concur with the Construction Services Commission in the matter of **LEPPARD CONSTRUCTION LLC.**

DATED this 29 day of April, 2009


F. DAVID STANLEY
Director
Division of Occupational &
Professional Licensing